

Official Record

Recording requested By  
MESQUITE TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$34.00 Page 1 of 21

RPTT: Recorded By: HB

Book- 304 Page- 0068

APN: 004-031-05

The undersigned hereby affirms that this document submitted for recording does not contain any personal information.



0149627

Assessor Parcel No(s):

RECORDATION REQUESTED BY:

ZB, N.A. dba Zions First National Bank; Cedar City/Downtown Financial Center; 3 South Main; Cedar City, UT 84720

WHEN RECORDED MAIL TO:

ZB, N.A. dba Zions First National Bank, Enterprise Loan Operations UT RDWG 1970, PO Box 25007, Salt Lake City, UT 84125-0007

FOR RECORDER'S USE ONLY

18505



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HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated June 6, 2016, is made and executed among Picketts RV Park LLC, whose address is 115 Broadway Street, Alamo, NV 89001 (sometimes referred to below as "Grantor" and sometimes as "Indemnitor"); Picketts RV Park LLC, whose address is 115 Broadway Street, Alamo, NV 89001 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); D & L Pickett Family Trust, whose address is 1270 South Cedar Bluffs Drive, Cedar City, UT 84720, Lola Elizabeth Pickett, whose address is 1270 South Cedar Bluffs Drive, Cedar City, UT 84720 and Dean Leroy Pickett, whose address is 1270 South Cedar Bluffs Drive, Cedar City, UT 84720 (sometimes referred to below as "Guarantor" and sometimes as "Indemnitor"); and ZB, N.A. dba Zions First National Bank, Cedar City/Downtown Financial Center, 3 South Main, Cedar City, UT 84720 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Lincoln County, State of Nevada:

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

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See the exhibit or other description document which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 115 Broadway St., Alamo, NV 89001. The Real Property tax identification number is 004-031-05.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

**Compliance with Environmental Laws.** Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on



## HAZARDOUS SUBSTANCES AGREEMENT (Continued)

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the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill,

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

**DOCUMENT IMAGING.** Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

**DISPUTE RESOLUTION.** This section contains a jury waiver, arbitration clause, and a class action waiver. **READ IT CAREFULLY.**

This dispute resolution provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

**JURY TRIAL WAIVER; CLASS ACTION WAIVER.** As permitted by applicable law, each party waives their respective rights to a trial before a jury in connection with any Dispute (as "Dispute" is hereinafter defined), and Disputes shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and **at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable,** any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order"). If permitted by applicable law, each party also waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

**ARBITRATION.** If a claim, dispute, or controversy arises between us with respect to this Agreement, related agreements, or any other agreement or business relationship between any of us whether or not related to the subject matter of this Agreement (all of the foregoing, a "Dispute"), and **only if** a jury trial waiver is not permitted by applicable law or ruling by a court, any of us may require that the Dispute be resolved by binding arbitration before a single arbitrator at the request of any party. By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, JAMS or National Arbitration Forum ("Administrator") as selected by the initiating party. If the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. Disputes include matters (i) relating to a deposit account, application for or denial of credit, enforcement of any of the obligations we have to each other, compliance



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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with applicable laws and/or regulations, performance or services provided under any agreement by any party, (ii) based on or arising from an alleged tort, or (iii) involving either of our employees, agents, affiliates, or assigns of a party. However, Disputes do not include the validity, enforceability, meaning, or scope of this arbitration provision and such matters may be determined only by a court. If a third party is a party to a Dispute, we each will consent to including the third party in the arbitration proceeding for resolving the Dispute with the third party. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where lender or bank is headquartered.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. sec. 1 et seq. This arbitration provision shall survive any termination, amendment, or expiration of this Agreement. If the terms of this provision vary from the Administrator's rules, this arbitration provision shall control.

**RELIANCE.** Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce jury and class action waivers in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by,



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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among other things, the mutual waivers, agreements, and certifications in this section.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Indemnitor institutes. The fees and expenses are secured by this Agreement and are recoverable from the Property.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Nevada. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Utah.

**Choice of Venue.** If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of Salt Lake County, State of Utah.

(Initial Here \_\_\_\_\_ )

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.





## HAZARDOUS SUBSTANCES AGREEMENT (Continued)

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**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means ZB, N.A. dba Zions First National Bank, its successors and assigns.

**Note.** The word "Note" means the Note dated June 6, 2016 and executed by Picketts RV Park LLC in the principal amount of \$110,500.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED JUNE 6, 2016.**

**GRANTOR:**

**PICKETTS RV PARK LLC**

**D & L PICKETT FAMILY TRUST, Member of Picketts RV Park LLC**

By: L. Elizabeth Pickett, Trustee  
Lola Elizabeth Pickett, Trustee of D & L Pickett Family Trust

By: Dean L. Pickett, TRUSTEE  
Dean Leroy Pickett, Trustee of D & L Pickett Family Trust



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(Continued)**

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**BORROWER:**

**PICKETTS RV PARK LLC**

**D & L PICKETT FAMILY TRUST, Member of Picketts RV Park LLC**

By: L. Elizabeth Pickett, Trustee  
Lola Elizabeth Pickett, Trustee of D & L Pickett Family Trust

By: Dean Leroy Pickett, Trustee  
Dean Leroy Pickett, Trustee of D & L Pickett Family Trust

**GUARANTOR:**

**D & L PICKETT FAMILY TRUST**

By: L. Elizabeth Pickett, Trustee  
Lola Elizabeth Pickett, Trustee of D & L Pickett Family Trust

By: Dean Leroy Pickett, Trustee  
Dean Leroy Pickett, Trustee of D & L Pickett Family Trust

X L. Elizabeth Pickett, Trustee  
Lola Elizabeth Pickett, Individually

X Dean Leroy Pickett, Trustee  
Dean Leroy Pickett, Individually



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LENDER:

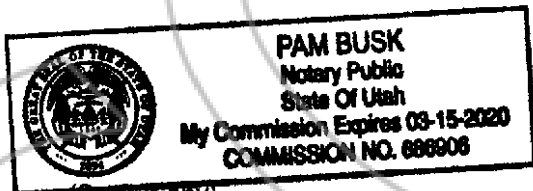
ZB, N.A. DBA ZIONS FIRST NATIONAL BANK

X [Signature]  
Authorized Signer

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UT )  
 ) SS  
COUNTY OF Iron )

This instrument was acknowledged before me on June 9 2016 by Lola Elizabeth Pickett, Trustee of D & L Pickett Family Trust, Member of Picketts RV Park LLC, as designated agent of Picketts RV Park LLC.



[Signature]  
(Signature of notarial officer)  
Notary Public in and for State of UT



**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF UT

)

) SS

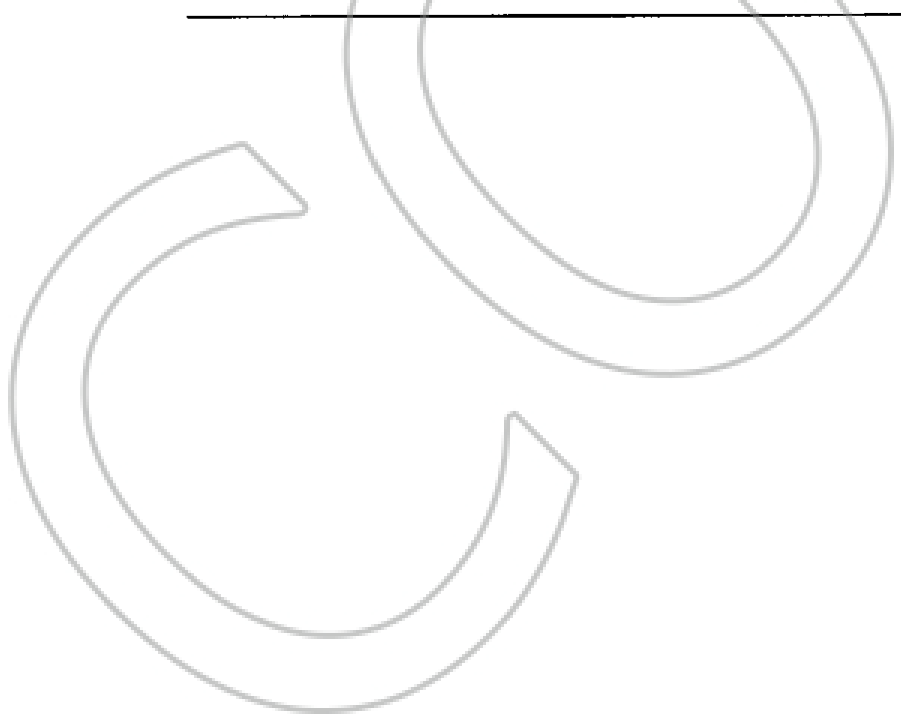
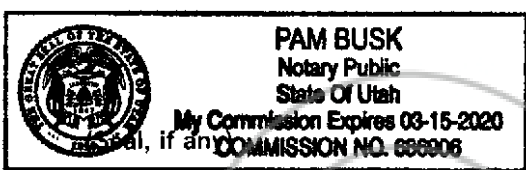
COUNTY OF Iron

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This instrument was acknowledged before me on June 9, 2016 by Dean Leroy Pickett, Trustee of D & L Pickett Family Trust, Member of Picketts RV Park LLC, as designated agent of Picketts RV Park LLC.

(Signature of notarial officer)

Notary Public in and for State of UT







0149627

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

Page 14

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

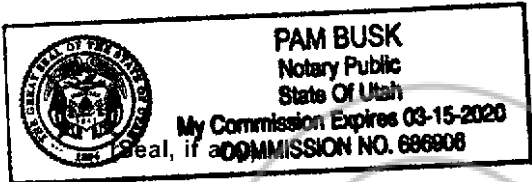
STATE OF UT

)  
) SS

COUNTY OF Iron

This instrument was acknowledged before me on June 9 2016 by Lola Elizabeth Pickett, Trustee of D & L Pickett Family Trust, Member of Picketts RV Park LLC, as designated agent of Picketts RV Park LLC.

[Signature]  
(Signature of notarial officer)



Notary Public in and for State of UT



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**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

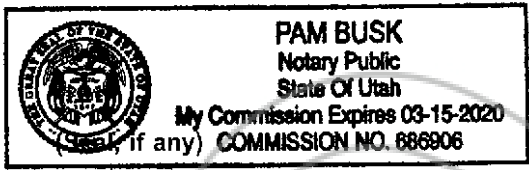
STATE OF UT

)  
) SS

COUNTY OF Iron

This instrument was acknowledged before me on June 9 2016 by Dean Leroy Pickett, Trustee of D & L Pickett Family Trust, Member of Picketts RV Park LLC, as designated agent of Picketts RV Park LLC.

*Pam Busk*  
\_\_\_\_\_  
(Signature of notarial officer)



Notary Public in and for State of UT



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Page 18 of 21

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

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**TRUST ACKNOWLEDGMENT**

STATE OF UT

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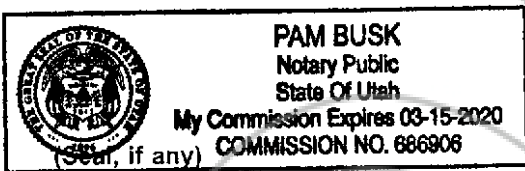
COUNTY OF Iron

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This instrument was acknowledged before me on June 9 2016 by Lola Elizabeth Pickett, Trustee of D & L Pickett Family Trust, as designated trustee of D & L Pickett Family Trust.

*[Handwritten Signature]*

(Signature of notarial officer)



Notary Public in and for State of UT



0149627

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

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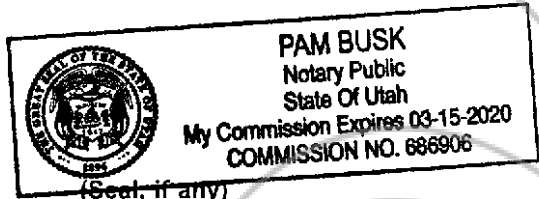
**TRUST ACKNOWLEDGMENT**

STATE OF UT

)  
) SS

COUNTY OF Iron

This instrument was acknowledged before me on June 9 2014 by Dean Leroy Pickett, Trustee of D & L Pickett Family Trust, as designated trustee of D & L Pickett Family Trust.



(Seal, if any)

[Signature]  
(Signature of notarial officer)

Notary Public in and for State of UT



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### HAZARDOUS SUBSTANCES AGREEMENT

(Continued)

Loan No: 9001

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF UT

)

) SS

COUNTY OF Iron

)

This instrument was acknowledged before me on June 9, 2016 by Lola Elizabeth Pickett.

*[Handwritten Signature]*

(Signature of notarial officer)

Notary Public in and for State of UT



PAM BUSK  
Notary Public  
State Of Utah  
My Commission Expires 03-15-2020  
COMMISSION NO. 686906

(Seal, if any)





**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF UT

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) SS

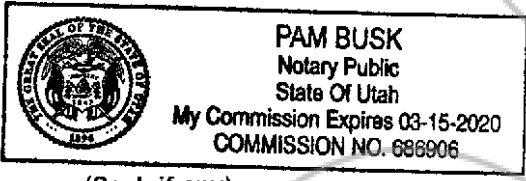
COUNTY OF Iron

)

This instrument was acknowledged before me on June 9 2014 by Dean Leroy Pickett.

*Pam Busk*

(Signature of notarial officer)



(Seal, if any)

Notary Public in and for State of UT



0149627

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

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**LENDER ACKNOWLEDGMENT**

STATE OF UT

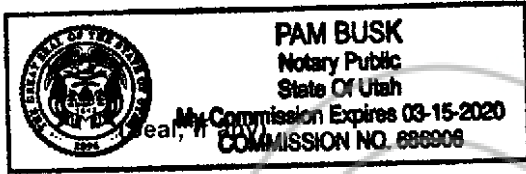
COUNTY OF Iron

)  
) SS  
)

This instrument was acknowledged before me on June 9 2016 by Chris Barker, Loan Officer of ZB, N.A. dba Zions First National Bank, as designated agent of ZB, N.A. dba Zions First National Bank.

(Signature of notarial officer)

Notary Public in and for State of UT





Escrow No: 18525

### EXHIBIT "A" Legal Description

All that certain real property situated in the County of Lincoln, State of Nevada, described as follows:

A parcel of land located within the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section 5, Township 7 South, Range 61 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada, described as follows:

COMMENCING at the Southeast corner of Lot 3 in Block 44 of Lot "A" of ALAMO TOWNSITE;  
Thence East, a distance of 141.8 feet to the True Point of Beginning;  
Thence, continuing East, a distance of 354.2 feet;  
Thence, in a Northeasterly direction, a distance of 496 feet;  
Thence West 334 feet;  
Thence South 482 feet to the True Point of Beginning.

EXCEPTING THEREFROM the following described land:

COMMENCING at the Southeast corner of Lot 3 in Block 44 of Lot "A" of ALAMO TOWNSITE;  
Thence East, a distance of 141.8 feet;  
Thence continuing East, a distance of 354.2 feet;  
Thence in a Northeasterly direction, a distance of 248 feet to the True Point of Beginning;  
Thence continuing Northeasterly, a distance of 248 feet;  
Thence West, a distance of 334 feet;  
Thence South, a distance of 241 feet;  
Thence East, a distance of 344.1 feet to the True Point of Beginning.  
(Being the Northerly One-Half of that certain parcel of land conveyed by instrument recorded July 1, 1971 in Book 2, Page 264 of Official Records.

Assessor's Parcel Number: 004-031-05